

RESOLUTION NO. 2021-25

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING
STEVEN C. WILLIAMSON AS THE VILLAGE MANAGER;
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT RELATED TO THE SAME; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne (the “Village”) publicly advertised a search to fill the position of Village Manager (the “Village Manager”); and

WHEREAS, the Village received numerous resumes from qualified individuals for the Village Manager position; and

WHEREAS, after review and consideration, the Village Council has selected Steven C. Williamson as Village Manager and authorizes the Mayor to execute the Employment Agreement, in substantially the form attached hereto as Exhibit “A,” on the behalf of the Village; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

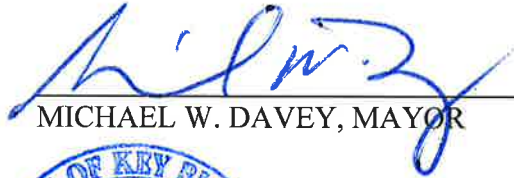
Section 2. Approval. The Village Council hereby approves Steven C. Williamson as the Village Manager.

Section 3. Authorization. The Village Council hereby authorizes the Mayor to execute, on the behalf of the Village, the Employment Agreement with Steven C. Williamson in

substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 6th day of May, 2021.


MICHAEL W. DAVEY, MAYOR

ATTEST:


JOCELYN B. KOCH
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT "A"

EMPLOYMENT AGREEMENT VILLAGE MANAGER

This Employment Agreement ("Agreement") is made and entered into this 6th day of May 2021, between the Village of Key Biscayne, a Florida municipal corporation, (the "Village") and Steven C. Williamson ("Williamson" or Village Manager").

RECITALS

WHEREAS, Section 3 of the Village Charter (the "Charter") requires that there shall be a Village Manager who is the Chief Administrative Officer of the Village;

WHEREAS, Williamson represents he has the expertise and skills to serve as the Village Manager;

WHEREAS, the Village desires to employ the services of Williamson as Village Manager and Williamson wishes to accept such employment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Duties.

2.1 The Village Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Village Code.

2.2. The Village Manager shall also perform such other duties and carry out such policy directives as determined by a majority of the Village Council from time to time.

2.3. The Village Manager shall provide the Village Council with a monthly report, which shall include a list of directives from the Village Council, budget analysis, and the status of achievement of the same. The report shall be included in the monthly Council Agenda Package.

2.4 The Village Manager shall attend all Council meetings unless excused by the Council. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill his duties as Village Manager unless he has schedule conflicts that preclude his attendance.

Section 3. Salary.

3.1 The Village Manager shall receive an initial annual salary in the amount of \$195,000 payable in equal installments in accordance with the Village's existing pay periods.

3.2 For purposes of this Agreement, the Village Manager's anniversary date shall be May 6 of each year.

Section 4. Performance Evaluations.

4.1 The Village agrees to conduct formal performance evaluations of the Village Manager in a format acceptable to a majority of the Village Council after twelve (12) months. The Village Council shall thereafter evaluate the performance of the Village Manager at least once annually on or before the anniversary date of each year. It is understood and agreed that if the Village Manager receives a positive evaluation from the Council, the Village Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Council, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon: (i) the Village Manager's performance of the duties specified in Section 2; and (ii) the Village Manager's achievements of the Village Council's policy directives, including the budget.

Section 5. Holidays.

The Village Manager shall be entitled to all holidays recognized by the Village. In addition, the Village Manager shall be entitled to four personal leave days per year. Personal leave days may not be carried over and are not eligible for payout upon separation. The Village Manager shall submit leave

slips for personal day usage in accordance with Village policy for all other Village employees and shall provide advance notice to the Village Council of his use of such leave.

Section 6. Annual (Vacation) Leave.

6.1 The Village Manager shall accrue 20 business days of annual leave per calendar year on a pro rata basis equally per pay period. The Village Manager shall submit leave slips for annual leave usage in accordance with Village policy for all other Village employees and shall provide advance notice to the Village Council of his use of such leave. The Village Manager shall be permitted to carryover unused annual leave from year to year without cap and will be entitled to be paid out for any and all unused annual leave upon separation from Village employment.

6.2 The Village Manager shall notify the Mayor prior to the use of vacation leave which would entail absence from the Village. Prior to such leave, the Village Manager shall notify the Council of who the Acting Village Manager will be during that leave and how the Village Manager may be reached while on leave in case of an emergency.

Section 7. Sick Leave.

The Village Manager shall accrue 15 business days of sick leave per calendar year on a pro rata basis equally per pay period. The Village Manager shall submit leave slips for sick leave usage in accordance with Village policy for all other Village employees and, to the extent possible, shall provide advance notice to the Village Council of his use of such leave. The Village Manager shall be permitted to carryover unused sick leave from year to year without cap and will be entitled to be paid out for any and all unused sick leave upon separation from Village employment.

Section 8. Retirement Plan.

The Village Manager shall participate in a 401(a) contributory retirement plan selected by the Village immediately upon the commencement of his Village employment. The Village Manager may

contribute between 6% and 10% of his base salary into the Plan each year (the election as to amount to be made once annually), and the Village shall contribute 12% of the Village Manager's base salary into the Plan each year. Village contributions into the Plan will vest immediately.

Section 9. Health Insurance.

The Village will not provide the Village Manager with health, vision or dental coverage.

Section 10. Life and Disability Insurance.

The Village shall provide the Village Manager with life, accidental death and long-term disability insurance coverage at no cost to the Village Manager on the same terms as provided to other managerial employees of the Village.

Section 11. Professional Dues and Expenses.

11.1 The Village shall pay for Village Manager's participation in municipal and professional organizations as approved in the Village's annual budget.

11.2 The Village shall pay for the Village Manager's participation in those local civic and non-profit job-affiliated organizations that the Village Manager is authorized to participate in by the Village Council, as approved in the Village's annual budget.

11.3 The Village, through its Chief Financial Officer, shall pay reasonable non-personal job-related expenses incurred by the Village Manager as part of his duties. Such payments shall be made on a reimbursement basis, based upon the Village Manager's actual receipts and expense vouchers. A budget for such anticipated expenditures shall be approved in the Village's annual budget.

Section 12. Automobile Allowance.

The Village shall provide the Village Manager with an automobile allowance of \$250 per month and a resident's causeway toll card, which shall be paid for by the Village.

Section 13. Cellular.

The Village shall provide the Village Manager with a cellular telephone and laptop computer at the Village's expense.

Section 14. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 15. Indemnification.

The Village shall indemnify the Village Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Village Manager's duties. This provision shall not apply to acts or omissions of the Village Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 16. Term.

The commencement date of this Agreement shall be the date the Village Council adopts Resolution No. 2021-25. The Village Manager shall serve at the pleasure of the Village Council.

Section 17. Termination.

17.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Council to terminate the services of the Village Manager at any time during a regular or Special Village Council meeting subject to the provisions of this Agreement and Section 3.09 of the Village Charter.

17.2 In the event the Village Council wishes to terminate the Village Manager without cause during the initial three years of his employment with the Village as Village Manager, the Village Manager

shall receive all pay and benefits accrued prior to the date of his termination and shall receive a lump sum severance pay equal to 90 calendar days of his regular base salary at the time of termination. In addition, the Village Manager shall be entitled to a payout for his accrued vacation and sick leave in accordance with Sections 6 and 7 herein (regardless of the date of his termination without cause). The Village shall not provide the Village Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) accrued after the date of his termination. All severance payments shall be paid to the Village Manager in a lump sum upon his termination or within thirty (30) days thereafter at the Village Council's option. The Village Manager shall not be entitled to severance pay if he is terminated without cause under this provision more than three years after he commences employment with the Village.

17.3 Notwithstanding the provisions of Section 17.2, in the event Village Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Village shall have no obligation to provide the Village Manager with any severance pay or payouts for unused vacation or sick leave. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Village Charter, or the Village's Conflict of Interest Ordinance. Section 3.09 of the Village Charter will apply to the process for terminating the Village Manager under this section.

17.4 Upon payment of the severance payment specified in Section 17.2 (if applicable), upon resignation or retirement as provided for in Section 17.5, or resignation as provided for in Section 17.6, the Village shall have no further contractual financial obligations to the Village Manager. The severance

payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Village may be liable in the event of termination or breach of contract.

17.5 In the event that the Village Manager voluntarily resigns or retires during the Term of this Agreement, the Village Manager shall provide the Village with 90 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive the severance package specified in Section 17.2, but the Village Manager shall receive payment for his accrued unused vacation and sick leave (if applicable) calculated at the Village Manager's rate of pay in effect upon the date of resignation in accordance with Village policy for non-union civilian employees.

17.6 In the event that the Village Manager voluntarily resigns with less than 90 days' advance written notice, the Village Council may elect to terminate the Village Manager immediately or allow the Village Manager to continue to serve until the date specified in the Village Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Village Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Village Council authorizes payment of same.

17.7 If the Village Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period beyond the exhaustion of his paid leave for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Village Council may terminate this Agreement. If the Village Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Village Council may terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Village Manager shall not be entitled to severance pay pursuant to Section 17.2 of this Agreement.

Section 18. Miscellaneous Provisions.

18.1 **Complete Agreement.** It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.2 **Amendment.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

18.3 **No Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

18.4 **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

18.5 **Non-Assignment.** The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

18.6 **Governing Law.** Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

18.7 **Notice.** Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Village Council meeting. Notice shall be sent as follows:

For the Village:

Michael Davey, Mayor
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149
(305) 365-5511

With a copy to:

Chad Friedman, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
Village Attorney
Village of Key Biscayne
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
(305) 854-0800

For the Village Manager:

Steven C. Williamson
3920 Palmarito Street
Coral Gables, FL 33134

With a copy to:

Don Slesnick, Esq.
Law Offices of Slesnick & Casey, LLP
1200 Anastasia Avenue, Suite CCA – 100
Coral Gables, FL 33134
(305) 448-5672

Section 19. Waiver of Jury Trial.

Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

JCN

IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by the Village Council
in accordance with Resolution No. 2021-25 passed on May 6, 2021, has
executed this Agreement the day and year first above written.

VILLAGE OF KEY BISCAYNE

By: _____

Michael Davey, Mayor

ATTEST:

Jocelyn B. Koch

Jocelyn Koch
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE VILLAGE OF KEY BISCAYNE ONLY:

Weiss Serota Helfman Cole + Bierman, P.L.

Weiss Serota Helfman Cole + Bierman, P.L.
Village Attorney

VILLAGE MANAGER

Steven C. Williamson

Date: _____

May 6, 2021

JCH